

**INVITATION FOR BIDS
IFB**

Issue Date: January 7, 2013 IFB #: 724-13030-2

Title: MEDICAL TRANSCRIPTION SERVICES

Commodity Code: 96172

Issuing/Using Agency
And Location Where Work
Will Be Performed: Commonwealth of Virginia
Catawba Hospital
P. O. Box 200
5525 Catawba Hospital Drive
Catawba, Virginia 24070-0200

Period of Contract: From **FEBRUARY 1, 2013** through **JANUARY 31, 2014** *(Renewable).

Sealed Bids Will Be Received Until 3:00 p.m., **JANUARY 24, 2013** For Furnishing Services Described Herein and Then Opened In Public.

Submit Comments/Questions:	Interested parties may submit written comments or questions on any aspect of the IFB on or before <u>3:00 p.m., Thursday, January 17, 2013</u> . Please submit your comments and questions to Robyn Wright by email: robyn.j.wright@dbhds.virginia.gov . No other questions will be responded to if received <u>after</u> the 3:00 p.m., Thursday, January 17, 2013 deadline.
Copies of IFB and Answers to submitted Questions:	May be obtained at www.dbhds.virginia.gov on Friday, January 18, 2013. Click on link to Procurement and then click on link for Administrative Office and Facilities > Solicitations and Contracts and look for the solicitation number assigned: <u>IFB 724-13030-2</u> .
Pre-proposal Conference:	No Pre-Proposal Conference is scheduled.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO:

CATAWBA HOSPITAL, OFFICE OF PURCHASING & CONTRACTING, BUILDING 16,
5525 CATAWBA HOSPITAL DRIVE, CATAWBA, VIRGINIA 24070-0200

In Compliance With This Invitation For Bids And To all The Conditions Imposed Therein, The Undersigned Offers and Agrees To Furnish Services At The Price(s) Indicated In Attachment B, Pricing Schedule.

LICENSED #:		SPECIALTY:	
Name and Address of Firm:	Date:		
	Signature:		
	Printed Name:		
	Title:		
	Phone:	Fax:	
FEI/FIN Number ¹ :	E-Mail:		
State Corporation Commission (SCC) Number² :			
Are You A Registered eVA Procurement Vendor? <input type="checkbox"/> Yes <input type="checkbox"/> No Date Completed:			
Are You A Certified Small, Woman, or Minority Vendor? <input type="checkbox"/> Yes <input type="checkbox"/> No Certification No.:			
Do you accept Credit Cards (i.e. VISA) as a form of payment? <input type="checkbox"/> Yes <input type="checkbox"/> No			

¹Contractor is **REQUIRED** to provide a Federal Employer Identification Number, a Federal Identification Number or, in the absence of these numbers, his Social Security Number. This information is being collected for IRS reporting. ²Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the SCC identification number.

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Note: this public body does not discriminate against faith based organizations in accordance with Code of Virginia § 2.2-4343.1 or against a Bidder because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment.

I. PURPOSE

The intent and purpose of this Invitation for Bid (IFB) is to establish a term contract with one qualified source to provide transcription services of medical dictation for the Health Information Management Department of Catawba Hospital, an Agency of the Commonwealth of Virginia. The period of the contract shall be for one (1) year with the option to renew for four (4) additional one (1) year periods.

II. BACKGROUND

Catawba Hospital is an agency of the Department of Behavioral Health and Developmental Services of the Commonwealth of Virginia which specializes in mental health services to the adult citizens of Virginia who are at risk of mental illness, serious emotional disturbance, intellectual disabilities, or substance abuse disorders. Our mission is to support the continuous process of recovery by providing quality psychiatric services to those individuals entrusted to our care.

III. SCOPE OF WORK: All work connected with this contract will be performed within the United States of America. No information obtained in connection with this contract will be transmitted electronically or by any other means outside the United States of America.

1. Dictation System:

- 1.1 The Contractor shall furnish all labor, supervision, equipment, and tools, as necessary to provide error free transcription services. The Contractor shall record, transcribe, telecommunicate and electronically transmit or mail by a secured means medical record reports to the Health Information Management office (HIM) of Catawba Hospital in accordance with the provisions listed below.
- 1.2 All work connected with this contract will be performed in a secure environment which can be monitored and/or “audited” by the contractor and/or Catawba Hospital. Catawba Hospital maintains the right to conduct periodic onsite visits/reviews to ensure compliance with contract specifications and procedures.
- 1.3 Contractor shall provide one separate central dictation system that is continuously accessible 24 hours a day, seven days a week, for the exclusive use for dictation generated by Catawba Hospital. The Contractor shall be responsible for all costs associated with the telephone lines used by the dictation system in the Contractor’s workplace or Catawba Hospital. This includes the cost of installation, monthly service charges, and hourly charges for use. Catawba Hospital is **not** responsible for any charges on these lines.
 - 1.3.1 The Contractor shall have at a minimum of four (4) dedicated telephone lines for receiving work under this contract. The telephone lines shall be in sequential hunting order for the next available open telephone line to receive dictation. The central digital recorder ports, which are attached to each telephone line, shall be state-of-the-art with all control features: start/stop, pause, listen, and operator call available to the dictator. The central recorder shall have an automatic busy feature. Line down or equipment malfunctions will direct the call to the next access port that is operational.
 - 1.3.2 The central dictation system shall utilize “800” toll free access telephone lines that shall include access from within the Commonwealth of Virginia.
 - 1.3.3 The Contractor shall have an operating back up dictation system either on-site or off-site in the event that the central dictation system is not operational. Contractor shall provide Catawba Hospital with the “800” telephone number for the backup dictation system.
 - 1.3.4 The digital recording system shall have the capability for system prompts.
 - 1.3.5 The digital recording system shall be for the exclusive use by health care and behavioral health professionals who provide medical reports for Catawba Hospital.
 - 1.3.6 Central recorders on these lines shall have an announcement device on each unit with a recorded message informing dictators of the data required for the report based on the samples attached to this IFB (*Attachment B*).

2. Workload Estimates:

- 2.1 The workload is estimated to be approximately 8,000 lines of dictation per month with a possibility of an additional 3,000 lines of dictation per month when the need arises. This is a good faith estimate and may be more or less depending upon hospital workload and patient turn over. This estimate shall not be construed to represent actual volume which may not be experienced nor which the Commonwealth shall be obligated to purchase.

3. Delivery:

- 3.1 Transcriptions shall be available for electronic pick up within 24 hours of dictation according to the following schedule. **STAT** service shall be available when needed and shall be available within two (2) hours of dictation.

DAY OF RECEIPT	DAY OF DELIVERY (no later than)
Monday	Tuesday
Tuesday	Wednesday
Wednesday	Thursday
Thursday	Friday
Friday, Saturday, Sunday	Monday

- 3.1.1 Dictation for Catawba Hospital received on the central recording machines after 8 PM will be considered received at the beginning of the next workday.
- 3.1.2 If the scheduled day of delivery is a legal holiday for Catawba Hospital, or office are otherwise closed, the day of delivery will be the next business day. Upon award, Catawba Hospital shall furnish the holiday schedule to the Contractor.
- 3.2 All transcriptions shall be made available for pick up through secure FTP or secure HTTP. Administrative inquiries and reports shall be available online through secure HTTP.
- 3.3 All transcribed documents shall be in Microsoft Word (.doc or .docx) format.
- 3.4 Contractor shall retain, for 90 days after the date of transcription, a backup copy of all transcribed reports in an active folder, then placed into an archive folder for an additional 275 days (a total of one (1) year) and be capable of being easily retrieved if required. After one (1) year from transcription date, the backup copies shall be purged from the records.
- 3.5 Contractor must be in the medical transcription business and doing work similar to that described in the Scope of Work for a period of 5 years assuring that Contractor can meet required production and quality required within 10 days of start of contract.
- 3.6 Contractor shall currently employ and maintain staff that performs duties similar to those described in this Scope of Work with the following personnel requirements:
- 3.6.1 *Management Staff:* At least one member of the Contractor's management staff shall have a minimum of two (2) years experience managing a long distance medical dictation/transcription service as described in this IFB. Complete *Attachment C* to be returned with the completed bid package.
- 3.6.2 *Transcription Staff:* The Contractor shall employ medical transcriptionists for the work under this contract. The medical transcriptionists assigned to this work shall be skilled in transcribing reports in all medical specialties. The medical transcriptionists shall be graduated from a medical transcription program, or have completed two(2) years of employment in the medical transcription department of a hospital, clinic, insurance company, or other organization where a wide range of medical terms are transcribed. Complete *Attachment C* to be returned with the completed bid package.
- 3.6.3 *Clerical Staff:* The Contractor shall employ clerical staff to perform normal clerical duties associated with this contract. Complete *Attachment C* to be returned with the completed bid package.

- 3.7 Any changes to Contractor's management staff, for whatever reason, shall be communicated to Catawba Hospital within 30 days. Failure to provide qualified staff may result in termination of the contract if deemed in the best interest of Catawba Hospital.
- 3.8 Contractor shall contact the HIM office of Catawba Hospital for clarification of missing or incomplete identifying information, such as a patient's name, Social Security number, physician's name or address, etc. The Contractor shall be responsible for all costs associated with these calls.

4. Specific Requirements:

- 4.1 Utilizing Microsoft Word, transcription shall be typed in Arial Typeface, 12-pitch, single-spaced with double spacing between paragraphs. If the Contractor cannot provide Arial Typeface, then the Contractor shall submit proposed alternative typefaces to the Director of Health Information Management for approval.
- 4.2 Margins shall be set at one inch on both right and left hand sides of the paper.
- 4.3 Continuation pages shall have a header that contains the following data:

CATAWBA HOSPITAL
Document Work Type
Patient Name
Register Number
Date of Admission (History)

- 4.4 Formats of reports shall be strictly adhered to regardless of the order in which the information for each heading is dictated. Formats shall not be changed and headings shall not be omitted. Clinicians may insert additional headings if desired. If a clinician does not dictate any information for specific heading, the heading shall appear on the printed report with "Not Dictated".
- 4.5 The following information shall be included at the end of each transcribed document:
 - (a) JOBID: Job ID
 - (b) DD: Date Dictated
 - (c) DT: Date Transcribed

Additional footnotes may be included if submitted to the Director of Health Information Management for approval.

- 4.6 Online reports shall include
 - (a) Invoice detail
 - (b) Job Listing including job status
- 4.7 Files picked up from FTP or HTTP download shall be in Microsoft word (.doc or .docx) format such that they can be readily edited with Microsoft Word.
- 4.8 The online system shall have the ability to query the job listing on User ID, Date of Dictation, Patient Last Name, Medical Record Number, Job ID, Work Type, and Status.
- 4.9 The online system shall allow the Administrator account to add, modify, and delete the accounts of Dictating Clinicians.
- 4.10 The online system shall allow for the tracking of dictation jobs in real time. Dictations appear immediately following the completion of the phone dictation, and the progress can be followed.
- 4.11 The Contractor must perform all work in a secure facility (facilities) which ensures confidentiality of all reports and which will enable both State and Federal representatives to observe and audit the work being done. The Contractor must have a plan in place to safeguard confidentiality.

- 4.12 The Contractor must have the capability to allow for Catawba Hospital website or a comparable alternative for electronic transmission of reports to allow providers to access, review, and edit transcribed reports. The Contractor agrees to use the Catawba Hospital website at Catawba Hospital's request.

5. Ownership:

- 5.1 Ownership for all data, either typewritten or audio files is retained by Catawba Hospital. Upon request, the Contractor and any subcontractor shall deliver such items to Catawba Hospital.

5.2 Compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA):

By signature on this bid and *Attachment F*, the contractor agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and, in the performance of this contract (agreement) will:

- Not use or further disclose protected health information (PHI) other than as permitted or required by the terms of this contract or as required by law;
- Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by the contract;
- Report to Catawba Hospital any use or disclosure of PHI not provided for by this Contract (Agreement);
- Mitigate, to the extent practicable, any harmful effect that is known to the contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of this contract.
- Impose the same requirements and restrictions on its subcontractors and agents;
- Provide access, at the request of the Catawba Hospital, and in the time and manner designated by Catawba Hospital, to PHI in a Designated Record Set, to Catawba Hospital or, as directed by Catawba Hospital, to an individual in order to meet HIPAA requirements.
- Make available PHI for amendment and incorporate any amendments to PHI;
- Document and provide to Catawba Hospital information relating to disclosures of PHI as required for Catawba Hospital to respond to a request by an individual for an accounting of disclosures of PHI in accordance with the HIPAA Privacy Rule;
- Make its internal practices, books, and records relating to use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services Secretary for the purposes of determining compliance with the HIPAA Privacy Rule;
- **At termination of the contract, if feasible, return or destroy all PHI received from, or created or received by the Contractor on behalf of the Contracting Agency (Catawba Hospital) that the business associate still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.**

- 5.3 Contractor employees shall report any loss or suspected loss of PHI immediately to Catawba Hospital Compliance Officer, Don Obenshain as indicated in *Attachment F*. The Contractor employee shall provide complete and accurate information about the details of the possible PHI loss to assist the Compliance Officer.

IV. QUALITY STANDARDS:

1. Dictation will consist generally of the following types of reports:
 - 1.1 Admission History
 - 1.2 Discharge Summary
 - 1.3 Admission/Discharge Summary
 - 1.4 Death Summary
 - 1.5 Transfer Summary
2. The Contractor shall be responsible for correct spelling to include checking medical reference sources to distinguish similar sounding terms.

3. Spot checks will be utilized. Unacceptable work revealed through spot checks will be returned for revision at no charge by the Contractor. The Contractor shall return revised reports within 24 hours after notice by Catawba Hospital.
4. Revision charges for correcting Contractor errors shall not be allowed. Any charges for revisions shall be justified by the Contractor on the Contractor's invoice. The justification shall state that the charge is for an improvement desired by the dictator, and is not for correction of a Contractor error. Such justifications will be verified by the Director of Health Information Management.
5. Contractor's timeliness performance will be considered satisfactory when at least 95% of dictated reports are transcribed and transmitted to Catawba Hospital within 24 hours of dictation on business days. Assessment will be done as Catawba Hospital monitors the logs and runs reports and inquiries. These reports and inquiries will identify the following but not be limited to: date of dictation, date typed, and transmission date. Contractor shall maintain a high level of quality. There shall be no more than three (3) typographical errors or misspelled words per report. Catawba Hospital reserves the right to require, at no extra charge, the retyping or correction and retransmission of reports, with more than three (3) typographical errors or misspelled words, or with incorrect format or a complaint about quality from the dictator. Quality performance will be assessed by Catawba Hospital based on any complaints and staff review of typed reports. The quality performance is satisfactory when at least 98% of the reports have no complaints from dictators or Catawba Hospital staff that there were more than three (3) typing errors or misspelled words or that incorrect format was used. In the event that the performance standards for timeliness and quality are not met for a calendar month, that month's performance shall be considered unsatisfactory. Catawba Hospital will notify the Contractor in writing of unsatisfactory performance, which will be followed up by a written response from the Contractor summarizing the corrective actions to be taken. If performance is still unsatisfactory thirty (30) days following written notice to the Contractor, a contract line rate reduction of 10% will be implemented. Process of poor performance is made herein by reference as found in Chapter 10 of the Agency Procurement and Surplus Property Manual. (See www.eva.virginia.gov)

V. CONTRACT ADMINISTRATOR

1. Don Obenshain, Compliance Officer, shall be the Contract Administrator for Catawba Hospital. Mr. Obenshain's office is located in the Main Hospital Building, Building 15, 1st Floor, and may be contacted by telephone at 540-375-4262 or by facsimile at 540-375-4320.

VI. GENERAL TERMS AND CONDITIONS:

- A. VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- B. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced in writing and signed by the parties.
- I. CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:**
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
 2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (i) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (ii) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- K. PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. INSURANCE:** By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of*

Virginia. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

S. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) and DBHDS website (www.dbhds.virginia.gov) for a minimum of 10 days.

T. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

U. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

V. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

1. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
2. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments. Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:
 - a For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DBME-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DBME-certified Small Businesses: 1%, capped at \$1,500 per order.

- c For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- W. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- X. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.
- Y. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

VII. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
- C. **AWARD TO OTHER THAN THE LOWEST PRICED BIDDER(S):** An award(s) will be made to the lowest responsive and responsible bidder(s) however; the award may be made to a reasonably priced DMBE-certified small business bidder(s) that is other than the lowest priced bidder(s). Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The right is reserved to make a separate award of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Commonwealth. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
- D. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- E. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
- F. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- G. **CONFIDENTIALITY:** As a condition of being awarded a service contract with Catawba Hospital, an Agency of the Commonwealth of Virginia, all Contractors must agree to hold in confidence any patient-related information received directly or indirectly, on site or elsewhere, in the course of carrying out contractual services, and to maintain this confidentiality following the termination of the

contract. Vendors are also held responsible for ensuring that any of their employees involved in providing contractual services to the hospital know and comply with these confidentiality requirements. Each employee, present and future, providing the specified services to Catawba Hospital must sign a Confidentiality Agreement (Attachment D). The Contractor shall promptly forward the original signed form to Ms. Robyn J. Wright, Catawba Hospital, P. O. Box 200, Catawba, Virginia 24070-0200. Unauthorized disclosure of confidential patient information may result in termination of the contract and legal action against the Contractor and their employee(s).

H. CONTRACTUAL DISPUTES: Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment. Written notice of the Contractor's intention to file such claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The contract may require submission of an invoice for final payment within a certain time after completion and acceptance of work. Pendency of claims shall not delay payment amounts agreed due in the final payment

I. IDENTIFICATION OF BID ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Bidder	Due Date	Time
Street or Box Number	IFB No.	
City, State, Zip	IFB Title	

Name of Contract/Purchase Officer or Buyer: Robyn Wright

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

J. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

K. REFERENCES: Bidders shall provide a list of a designated number of references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

	Organization	Address	Contact Person	Telephone
1.				

L. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) successive one (1) year periods, under the terms of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall given approximately 60 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Other Services" category of the CPI-W Table 6 section (Commodity & Service Group) of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. (For recent Consumer Price Index statistics, contact the Bureau of Labor Statistics at their website <http://stats.bls.gov/news.release/cpi.toc.htm> or by telephone at 202-691-7000.)
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "Other Services" category of the CPI-W Table 6 section (Commodity & Service Group) of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

M. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable

and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- N. WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

O. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

- P. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

- Q. TOBACCO-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to adhere to the facility's tobacco-free workplace policy. No tobacco use will be permitted on facility grounds and structures. Contractor agrees to ensure its employees and any subcontractors remain tobacco-free while on facility grounds and in facility structures, including in their personal vehicles when located on facility grounds.

VIII. METHOD OF PAYMENT

The Contractor shall be paid using one of the following two methods:

- a. **Small Purchase Credit Card:** The Commonwealth's preferred method of payment is the utilization of a credit card. At the time of order placement, the customer may authorize payment by the Agency's Small Purchase Credit Card.
- b. Payment will be made, Net 30, after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly completed invoice submitted no later than the tenth (10th) day of the month following the month services were rendered. **Contractor shall provide an itemized invoice noting the contract number; purchase order number; patient register number; type of work transcribed; and number of lines of transcription. The invoice shall be categorized by physician.** Catawba Hospital reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modification thereof.

- c. All invoices shall be submitted to:

Accounts Payable
Julie Adkins
Catawba Hospital
P. O. Box 200
Catawba, Virginia 24070-0200

Catawba Hospital will verify each invoice, make any necessary corrections and process the approved invoices for payment.

Catawba Hospital is exempt from federal excise and all state and local taxes. Such taxes shall not be included in the contract price. A tax exemption certificate will be furnished on request of the Contract Officer.

IX. PRICING SCHEDULE:

Bid shall be in the form of a firm unit price for each line utilizing a line counting methodology of total keystrokes divided by 65. Calculations shall be performed by dividing the number of typed characters (e.g. printed characters, spaces, tabs, etc., excluding keystrokes to run macros, spelling checker, and opening programs) by 65. The line count is multiplied by the line rate established in the Pricing Schedule with 2% variances on counts. This method shall be independently verifiable by both the agency and contractor.

Price per 65 Character Line: \$_____.

X. ATTACHMENTS:

- A. REFERENCE DATA SHEET
- B. TRANSCRIPTION FORMAT EXAMPLE
- C. EMPLOYEE QUALIFICATIONS
- D. STATE CORPORATE COMMISSION FORM
- E. CONTRACTOR DATA SHEET
- F. BUSINESS ASSOCIATE CONTRACT

**CATAWBA HOSPITAL
 CATAWBA, VIRGINIA**

ATTACHMENT A

REFERENCE DATA SHEET

To Be Completed By Bidder

1. **QUALIFICATION OF BIDDER:** The Bidder must have the capability and capacity in all response to fully satisfy all of the contractual requirements.

2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service:
 _____ years _____ months.

3. **REFERENCES:** Indicate below a list of four (4) recent references for which you have provided this type of service. Include the date service was furnished and the name and address of the person the Agency has your permission to contact.

DATE	CLIENT NAME AND ADDRESS	CONTACT PERSON & PHONE NUMBER
(1)		
Value: \$		()
(2)		
Value: \$		()
(3)		
Value: \$		()
(4)		
Value: \$		()
(5)		
Value: \$		()

CATAWBA HOSPITAL
CATAWBA, VIRGINIA

ATTACHMENT B

TRANSCRIPTION FORMAT EXAMPLE

(Generally there are five work types the contractor will be asked to transcribe. Below is the format example for each work type. Each shall have the same header and footer on every page:)

Number 1: Admission History

CATAWBA HOSPITAL
CATAWBA, VIRGINIA

ADMISSION HISTORY

Instructions for use: In bold are the standard requirements for the Admission History. These standards should be included in the dictation if they have not been included in the Initial Psychiatric Assessment or if elaboration is indicated. In italics are additional guidelines that are not mandatory but are included to be helpful.

(The header shall be on every page of the report.)

PATIENT NAME: SMITH, JOHN O
PATIENT REGISTER NUMBER: 123456-789
ADMISSION DATE: MM/DD/YYYY

IDENTIFYING DATA:

1. *Number of Catawba Hospital admissions and type of admission*
2. *Age*
3. *Sex*
4. *Race*
5. *Marital status*
6. *Occupation*
7. *Residence*

ADMISSION LEGAL STATUS:

REFERRING/PREVIOUS PHYSICIAN:

1. *Name of physician referring patient to Catawba Hospital*
2. *Physician previously evaluating or treating him/her prior to this admission.*

INFORMANTS:

Include the identity of the historian

RELIABILITY:

Evaluation of the reliability of this source of information.

CHIEF COMPLAINT:

Exactly why the patient came, preferably in own words (use quotes)

HISTORY OF PRESENT ILLNESS:

1. *Background and chronological development of the symptoms of behavioral changes that culminated in the patient seeking assistance*
2. *How illness has affected life activities.*
3. *If extracted from accompanying documents with patient, so state*
4. *Include recent medications and treatment.*

ALCOHOL/SUBSTANCE ABUSE HISTORY:

1. *Alcohol*
2. *Tobacco*
3. *Recreational drug use.*
4. *Age of onset*
5. *Duration*
6. *Pattern and consequences of use*
7. *Response to previous treatment*

PAST PSYCHIATRIC HISTORY:

1. *Previous emotional and mental disturbances*
2. *Extent of incapacity*
3. *Types of treatment*
4. *Names and locations of previous psychiatric hospitals*
5. *Length of illness*
6. *Effect of the treatment*
7. *E.C.T. or lobotomy*
8. *Drug therapy history and response to drugs.*

MEDICAL HISTORY (INCLUDING ALLERGIES):

1. *Neurological disorders (especially seizures)*
2. *Significant conditions warranting previous medical or surgical treatment*
3. *Allergies and sensitivities to drugs*
4. *Serious accidents and injuries.*

MEDICAL REVIEW OF SYSTEMS:

General constitutional symptoms

Skin

Eye, Ear, Nose, Throat

Pulmonary

Cardiovascular

Gastrointestinal

Genitourinary including female menstrual and reproductive status

Musculoskeletal

Hematological

Neurological

Endocrine

Include review of systems and pertinent positives, if not addressed in Review of Systems and Medical History section of the Initial Psychiatric Assessment and Mental Status Examination (724-MR-16-027C, p3).

CURRENT MEDICATIONS AND DOSAGES:

FAMILY HISTORY:

1. *Heredofamilial diseases*
2. *Present relationships with family members*
3. *Role of illness in family*
4. *History of mental illness in family.*

SOCIAL HISTORY:

Brief history of patient's life and lifestyle.

MMSE SCORE:

MENTAL STATUS EXAMINATION:

1. **Appearance and behavior**
2. **Speech**
3. **Mood and affect**
4. **Thought process and perceptual status (hallucinations, illusions)**
5. **Thought content – including delusions, assaultive ideation, homicidal ideation, suicidal ideation**
6. **Cognitive (orientation, attention, memory, abstraction, intelligence)**
7. **Insight**
8. **Judgment**

CURRENT STRENGTHS/ABILITIES:

CURRENT ADMISSION DIAGNOSIS (AXIS I-V)

ASSESSMENT OF CAPACITY to give informed consent to treatment and need for surrogate decision maker.

RISK ASSESSMENT (Falls Risk, Suicide Risk, Aggression Risk)

INITIAL TREATMENT RECOMMENDATIONS:

Dictator's Name, M.D.

(Footer on last page of the work type.)

JOB ID:

DATE OF DICTATION: MM/DD/YYYY

DATE OF TRANSCRIPTION: MM/DD/YYYY

CC: Previous or referring physicians (referral made within the last two years) and aftercare providers. The aforementioned must be listed on the consent to exchange information filed in the patient's record.

PAGE NUMBER ON EACH PAGE AFTER PAGE 1

Rev. 07/93, 04/94, 6/95, 4/00, 7/00, 3/02; 12/02

ATTACHMENT B
(CONTINUED)

TRANSCRIPTION FORMAT EXAMPLE

Number 2: Discharge Summary

**CATAWBA HOSPITAL
CATAWBA, VIRGINIA**

DISCHARGE SUMMARY

Instructions for use: In bold are the standard requirements for the Admission History. These standards should be included in the dictation if they have not been included in the Initial Psychiatric Assessment or if elaboration is indicated. In italics are additional guidelines that are not mandatory but are included to be helpful.

(Header on each page of report.)

PATIENT NAME: SMITH, JOHN Q
REGISTER NUMBER: 123456-789
DATE OF ADMISSION: MM/DD/YYYY
DATE OF DISCHARGE: MM/DD/YYYY

ADMITTING DIAGNOSES:

HISTORY:

Identifying data given on admission (number of admissions to Catawba Hospital, legal status, age, race, marital status, sex, occupation, legal residence) with background and development of events, symptoms and behavioral changes that led to this admission, length of illness and significant information from the medical past history and history of present illness and social history to include: previous emotional and mental disturbances, extent of incapacity, types of treatment, names of hospitals, length of illness, effect of treatment, drug history and response to drugs, use of alcohol and drugs, medical/surgical history.

PHYSICAL EXAMINATION:

A summary of significant physical findings made on admission.

LABORATORY REPORTS:

Names of significant diagnostic tests and procedures completed with results.

COURSE IN THE HOSPITAL:

Description of changes in patient's condition during hospitalization, treatment given, response to treatment, course and progress with regard to each clinical problem, significant events occurring

during hospitalization, aftercare plans and disposition of patient on discharge (given name of aftercare physician, and where patient was placed.)

CONDITION ON DISCHARGE:

Evaluation of improvement or regression of symptoms since admission and prognosis; include the appropriate out-condition description term (recovered, not mentally ill, not recovered/unimproved, not recovered/improved or court order). Definitions of these terms follow.

DISCHARGE TREATMENT:

Name, dosage, route and interval of medications released to patient upon discharge and other treatment modalities. Include how many days supply of medication was prescribed. Communications made to external providers and community agencies to coordinate services needed on discharge.

SPECIFIC INSTRUCTION GIVEN TO THE PATIENT:

Instructions given to patient/family/caretakers relating to: physical activity, medication, diet and follow-up care.

COMPETENCY NOTE:

Statement of patient's ability to manage his/her financial affairs.

DISCHARGE DIAGNOSES:

All diagnoses classified into appropriate DSM IV axes. Axes I-V is required. Axis III diagnoses must be compatible with ICD-9-CM. Avoid symptoms and signs and include inter-current illnesses occurring during hospitalization. **On Axis V, both the current and highest GAF scores for the past 12 months must be entered.**

Dictator's Name, M.D.

CC: Previous or referring physicians (referral made within the last two years) and aftercare providers. The aforementioned must be listed on the consent to exchange information filed in the patient's record.

(Footer on last page of the work type.)

JOB ID:

DATE OF DICTATION: MM/DD/YYYY

DATE OF TRANSCRIPTION: MM/DD/YYYY

DEFINITIONS OF OUT-CONDITION

Recovered - Patient who the director of facility determines has recovered.

Not Mentally Ill - Patient who the director of facility determines is not mentally ill. The term "mentally ill" shall be deemed to include mental deficiency, mental retardation, drug addict or inebriate.

Not Recovered/Unimproved - Patient who the director of facility determines is not recovered nor improved.

Not Recovered/Improved - Patient who the director of facility determines is not recovered but is improved.

Court Order - Patient was admitted for observation and is being returned to court, or other involuntary admissions who are being returned to court for disposition.

Page numbers on each page after page 1.

Rev. 4/94, 6/95, 10/99, 7/00, 3/02

ATTACHMENT B
(CONTINUED)

TRANSCRIPTION FORMAT EXAMPLE

Number 3: Admission History / Discharge Summary

CATAWBA HOSPITAL
CATAWBA, VIRGINIA

ADMISSION HISTORY/DISCHARGE SUMMARY

Instructions for use: In bold are the standard requirements for the Admission History. These standards should be included in the dictation if they have not been included in the Initial Psychiatric Assessment or if elaboration is indicated. In italics are additional guidelines that are not mandatory but are included to be helpful.

(Header information on each page of report.)

PATIENT NAME: SMITH, JOHN Q
REGISTER NUMBER: 123456-789
DATE OF ADMISSION: MM/DD/YYYY
DATE OF DISCHARGE: MM/DD/YYYY

ADMITTING DIAGNOSES:

IDENTIFYING DATA:

1. *Number of Catawba Hospital admissions and type of admission*
2. *Age*
3. *Sex*
4. *Race*
5. *Marital status*
6. *Occupation*
7. *Residence*

ADMISSION LEGAL STATUS:

REFERRING/PREVIOUS PHYSICIAN:

1. *Name of physician referring patient to Catawba Hospital*
2. *Physician previously evaluating or treating him/her prior to this admission.*

INFORMANTS:

Include the identity of the historian

RELIABILITY:

Evaluation of the reliability of this source of information.

CHIEF COMPLAINT:

Exactly why the patient came, preferably in own words (use quotes)

HISTORY OF PRESENT ILLNESS:

1. *Background and chronological development of the symptoms of behavioral changes that culminated in the patient seeking assistance*
2. *How illness has affected life activities.*
3. *If extracted from accompanying documents with patient, so state*
4. *Include recent medications and treatment.*

ALCOHOL/SUBSTANCE ABUSE HISTORY:

1. *Alcohol*
2. *Tobacco*
3. *Recreational drug use.*
4. *Age of onset*
5. *Duration*
6. *Pattern and consequences of use*
7. *Response to previous treatment*

PAST PSYCHIATRIC HISTORY:

1. *Previous emotional and mental disturbances*
2. *Extent of incapacity*
3. *Types of treatment*
4. *Names and locations of previous psychiatric hospitals*
5. *Length of illness*
6. *Effect of the treatment*
7. *E.C.T. or lobotomy*
8. *Drug therapy history and response to drugs.*

MEDICAL HISTORY (INCLUDING ALLERGIES):

1. *Neurological disorders (especially seizures)*
2. *Significant conditions warranting previous medical or surgical treatment*
3. *Allergies and sensitivities to drugs*
4. *Serious accidents and injuries.*

MEDICAL REVIEW OF SYSTEMS:

General constitutional symptoms

Skin

Eye, Ear, Nose, Throat

Pulmonary

Cardiovascular

Gastrointestinal

Genitourinary including female menstrual and reproductive status

Musculoskeletal

Hematological

Neurological

Endocrine

Include review of systems and pertinent positives, if not addressed in Review of Systems and Medical History section of the Initial Psychiatric Assessment and Mental Status Examination (724-MR-16-027C, p3).

CURRENT MEDICATIONS AND DOSAGES:

FAMILY HISTORY:

1. *Heredofamilial diseases*
2. *Present relationships with family members*
3. *Role of illness in family*
4. *History of mental illness in family.*

SOCIAL HISTORY:

Brief history of patient's life and lifestyle.

MMSE Score:

MENTAL STATUS EXAMINATION:

1. **Appearance and behavior**
2. **Speech**
3. **Mood and affect**

4. Thought process and perceptual status (hallucinations, illusions)
5. Thought content – including delusions, assaultive ideation, homicidal ideation, suicidal ideation
6. Cognitive (orientation, attention, memory, abstraction, intelligence)
7. Insight
8. Judgment

CURRENT STRENGTHS/ABILITIES:

ASSESSMENT OF CAPACITY to give informed consent to treatment and need for surrogate decision maker.

RISK ASSESSMENT (Falls Risk, Suicide Risk, Aggression Risk)

INITIAL TREATMENT RECOMMENDATIONS:

LABORATORY REPORTS:

Names of significant diagnostic tests and procedures completed with results.

COURSE IN THE HOSPITAL:

Description of changes in patient's condition during hospitalization, treatment given, response to treatment, course and progress with regard to each clinical problem, significant events occurring during hospitalization, aftercare plans and disposition of patient on discharge (given name of aftercare physician, and where patient was placed.)

CONDITION ON DISCHARGE:

Evaluation of improvement or regression of symptoms since admission and prognosis; include the appropriate out-condition description term (recovered, not mentally ill, not recovered/unimproved, not recovered/improved or court order). Definitions of these terms follow).

DISCHARGE TREATMENT:

Name, dosage, route and interval of medications released to patient upon discharge and other treatment modalities. Include how many days supply of medication was prescribed. Communications made to external providers and community agencies to coordinate services needed on discharge.

SPECIFIC INSTRUCTION GIVEN TO THE PATIENT:

Instructions given to patient/family/caretakers relating to: physical activity, medication, diet and follow-up care.

COMPETENCY NOTE:

Statement of patient's ability to manage his/her financial affairs.

DISCHARGE DIAGNOSES:

All diagnoses classified into appropriate DSM IV axes. Axes I-V is required. Axis III diagnoses must be compatible with ICD-9-CM. Avoid symptoms and signs and include inter-current illnesses occurring during hospitalization. **On Axis V, both the current and highest GAF scores for the past 12 months must be entered.**

Dictator's Name, M.D.

cc: Previous or referring physicians (referral made within the last two years) and aftercare providers. The aforementioned must be listed on the consent to exchange information filed in the patient's record.

(Footer on last page of the work type.)

JOB ID:

DATE OF DICTATION: MM/DD/YYYY

DATE OF TRANSCRIPTION: MM/DD/YYYY

DEFINITIONS OF OUT-CONDITION

Recovered - Patient who the director of facility determines has recovered.

Not Mentally Ill - Patient who the director of facility determines is not mentally ill. The term "mentally ill" shall be deemed to include mental deficiency, mental retardation, drug addict or inebriate.

Not Recovered/Unimproved - Patient who the director of facility determines is not recovered nor improved.

Not Recovered/Improved - Patient who the director of facility determines is not recovered but is improved.

Court Order - Patient was admitted for observation and is being returned to court, or other involuntary admissions who are being returned to court for disposition.

Page number on each page after page 1.

Rev. 4/94, 6/95, 10/99, 7/00, 3/02

ATTACHMENT B
(CONTINUED)

TRANSCRIPTION FORMAT EXAMPLE

Number 4: Death Summary

CATAWBA HOSPITAL
CATAWBA, VIRGINIA

DEATH SUMMARY

Instructions for use: In bold are the standard requirements for the Admission History. These standards should be included in the dictation if they have not been included in the Initial Psychiatric Assessment or if elaboration is indicated. In italics are additional guidelines that are not mandatory but are included to be helpful.

(Header on each page of report.)

PATIENT NAME: SMITH, JOHN Q
REGISTER NUMBER: 123456-789
DATE OF ADMISSION: MM/DD/YYYY
DATE OF DEATH: MM/DD/YYYY

ADMITTING DIAGNOSES:

HISTORY: Identifying data given on admission (number of admissions to Catawba Hospital, legal status, age race, marital status, sex, occupation, legal residence) with background and development of events, symptoms and behavioral changes that led to this admission, length of illness and significant information from the medical past history and history of present illness and social history to include: previous emotional and mental disturbances, extent of incapacity, types of treatment, names of hospitals, length of illness, effect of treatment, drug history and response to drugs, use of alcohol and drugs, medical/surgical history.

PHYSICAL EXAMINATION: A summary of significant physical findings made on admission.

LABORATORY REPORTS: Names of significant diagnostic tests and procedures completed with results.

COURSE IN THE HOSPITAL: Description of changes in patient's condition during hospitalization, treatment given, response to treatment, course and progress with regard to each clinical problem, significant events occurring during hospitalization, events leading to death, date and time of death.

CAUSE OF DEATH: Cause of death as shown on death certificate; include duration of terminal event.

OTHER DIAGNOSES: These diagnoses are classified into appropriate DSM IV axes. Axes I-V is required.

POST-MORTEM: Indicate whether a post-mortem examination was obtained and if so summarize findings.

Dictator's Name, M.D.

cc: Previous or referring physicians (referral made within the last two years) and aftercare providers. The aforementioned must be listed on the consent to exchange information filed in the patient's record.

(Footer on last page of the work type.)

JOB ID:

DATE OF DICTATION: MM/DD/YYYY

DATE OF TRANSCRIPTION: MM/DD/YYYY

Page number on each page after page 1.

Revised. 4/94, 6/95, 3/02

Reviewed: 7/00

**ATTACHMENT B
(CONTINUED)**

TRANSCRIPTION FORMAT EXAMPLE

Number 5: Transfer Summary

**CATAWBA HOSPITAL
CATAWBA, VIRGINIA**

TRANSFER SUMMARY

(Header on each page of report.)

PATIENT NAME: SMITH, JOHN Q
REGISTER NUMBER: 123456-789
DATE OF ADMISSION: MM/DD/YYYY
DATE OF TRANSFER: MM/DD/YYYY

ADMITTING DIAGNOSES:

HISTORY:

Identifying data given on admission (number of admissions to Catawba Hospital, legal status, age, race, marital status, sex, occupation, legal residence) with background and development of events, symptoms and behavioral changes that led to this admission, length of illness and significant information from the medical past history and history of present illness and social history to include: previous emotional and mental disturbances, extent of incapacity, types of treatment, names of hospitals, length of illness, effect of treatment, drug history and response to drugs, use of alcohol and drugs, medical/surgical history.

PHYSICAL EXAMINATION:

A summary of significant physical findings made on admission.

LABORATORY REPORTS:

Names of significant diagnostic tests and procedures completed with results.

COURSE IN THE HOSPITAL:

Description of changes in patient's condition during hospitalization, treatment given, response to treatment, course and progress with regard to each clinical problem, significant events occurring during hospitalization, aftercare plans and disposition of patient on transfer (given name of aftercare physician, and where patient was placed.)

CONDITION ON TRANSFER:

Evaluation of improvement or regression of symptoms since admission and prognosis; include the appropriate out-condition description term (recovered, not mentally ill, not recovered/unimproved, not recovered/improved or court order). Definitions of these terms follow).

COMPETENCY NOTE:

Statement of patient's ability to manage his/her financial affairs.

TRANSFER DIAGNOSES:

All diagnoses classified into appropriate DSM IV axes. Axes I-V is required. Axis III diagnoses must be compatible with ICD-9-CM. Avoid symptoms and signs and include inter-current illnesses occurring during hospitalization. **On Axis V, both the current and highest GAF scores for the past 12 months must be entered.**

Dictators Name, M.D.

cc: Previous or referring physicians (referral made within the last two years) and aftercare providers. The aforementioned must be listed on the consent to exchange information filed in the patient's record.

(Footer on the last page of report.)

JOB ID:

DATE OF DICTATION: MM/DD/YYYY

DATE OF TRANSCRIPTION: MM/DD/YYYY

DEFINITIONS OF OUT-CONDITION

Recovered - Patient who the director of facility determines has recovered.

Not Mentally Ill - Patient who the director of facility determines is not mentally ill. The term "mentally ill" shall be deemed to include mental deficiency, mental retardation, drug addict or inebriate.

Not Recovered/Unimproved - Patient who the director of facility determines is not recovered nor improved.

Not Recovered/Improved - Patient who the director of facility determines is not recovered but is improved.

Court Order - Patient was admitted for observation and is being returned to court, or other involuntary admissions who are being returned to court for disposition.

Page number on all pages after page 1.

Rev. 4/94, 6/95, 10/99, 7/00, 3/02

CATAWBA HOSPITAL
CATAWBA, VIRGINIA

ATTACHMENT C

EMPLOYEE QUALIFICATIONS

[illegible]

CATAWBA HOSPITAL
CATAWBA, VIRGINIA

ATTACHMENT D

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The Contractor Company:

_____ (name of company)

is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

**CATAWBA HOSPITAL
CATAWBA, VIRGINIA**

ATTACHMENT E

CONTRACTOR DATA SHEET

Please fill out the following information as complete as possible. This information will enable us to verify all current Vendor Profiles. If further information is needed, contact the Purchasing Office at (540) 375-4360.

Vendor Name:		Trade Name:		
DUNS Number:		FEIN Number:		
Phone Number:		Fax Number:		
Email:		Service Area of Business:		
Ordering Address:		Ordering Point of Contact:	Phone #:	
Invoice Address:		Invoicing Point of Contact:	Phone #:	
Solicitation Address:		Solicitation Point of Contact:	Phone #:	
Commodities:				

eVA and SWAM Information - Please mark as applicable.

REPRESENTATION AND CERTIFICATION

eVA Certification: Vendor certifies that it ☐ is, ☐ is not, registered in eVA. If registered, enter your eVA Certification Number:
_____.

Small Business: Vendor certifies that it ☐ is, ☐ is not, an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Woman-Owned/Controlled: Vendor certifies that it ☐ is, ☐ is not, a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned/Controlled: Vendor certifies that it ☐ is, ☐ is not, a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

Name:		Signature:	
Title:		Date:	

**CATAWBA HOSPITAL
CATAWBA, VIRGINIA**

ATTACHMENT F

BUSINESS ASSOCIATE CONTRACT

Standards for Privacy of Individually Identifiable Health Information

The U.S. Department of Health and Human Services ("HHS") has issued regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information obtained, created or maintained by certain entities. As a valued BUSINESS ASSOCIATE, we will make available and/or transfer certain information, in conjunction with goods or services that are being provided by the BUSINESS ASSOCIATE to the COVERED ENTITY, which is confidential and must be afforded special treatment and protection.

THIS CONTRACT:

This Business Associate Contract ("Contract") is made as of this _____ day of _____, 2013, by Catawba Hospital, an Agency of the Commonwealth of Virginia (herein referred to as "Covered Entity") and _____ (herein referred to as "Business Associate").

WITNESSETH:

WHEREAS, THE COVERED ENTITY will make available and/or transfer to the BUSINESS ASSOCIATE certain information, in conjunction with goods or services that are being provided by the BUSINESS ASSOCIATE to the COVERED ENTITY, that is confidential and must be afforded special treatment and protection. WHEREAS, THE BUSINESS ASSOCIATE will have access to and/or receive from the COVERED ENTITY certain information that can be used or disclosed only in accordance with this CONTRACT and the HHS Privacy Regulations.

WHEREAS, THE COVERED ENTITY and THE BUSINESS ASSOCIATE agree to limits on use and disclosure established by the Terms and Conditions of this Contract. The BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the information provided or made available by the COVERED ENTITY for any purpose than as expressly permitted or required by the Contract.

The Terms and Conditions of this Contract shall be effective as of _____, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions.

I. DEFINITIONS:

As used in this Contract, the terms below will have the following meanings:

- (a) ***Business Associate*** shall mean (name of business).
- (b) ***Business Associate Contract (BAC)*** means a written contract between a covered entity and its Business Associate. The contractual provisions provide that the Business Associate shall:
 - ☐ only use or disclose protected health information (PHI) as permitted under the contract and not in a manner that would violate the Privacy Standards if such actions were taken by the covered entity;
 - ☐ use appropriate safeguards to prevent use or disclosure of PHI except as permitted by the contract;
 - ☐ report any known misuse of PHI to the covered entity;
 - ☐ impose the same requirements on its subcontractors and agents;
 - ☐ make PHI and an accounting of disclosures available to individuals as required by the HIPAA Privacy Standards;
 - ☐ make its internal practices, books and records relating to use and disclosure of PHI available to the Department of Health and Human Services Secretary; and
 - ☐ at termination of the contract; if feasible, return or destroy all PHI received from, or created or received by the Business Associate on behalf of the covered entity that the Business Associate still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the

contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- (c) **Covered Entity** shall mean Catawba Hospital, an agency of the Commonwealth of Virginia.
- (d) **Disclosure** shall mean the release, transfer, provision or access to, or divulging in any other manner of information outside the entity holding the information.
- (e) **HIPAA** is the acronym for the Health Insurance Portability and Accountability Act of 1996, which is a federal law that allows persons to qualify immediately for comparable health insurance coverage when they change their employment relationships. Title II, Subtitle F, of HIPAA gives the federal Department of Health and Human Services the authority to mandate and specify the use of standards for the electronic exchange of health care data; to specify what medical and administrative code sets should be used within those standards; to require the use of national identification systems for health care patients, providers, payers (or plans), and employers (or sponsors); and to specify the types of measures required to protect the security and privacy of personally identifiable health care information. Also known as the Kennedy-Kasselbaum Bill, the Kasselbaum-Kennedy bill, K2, or Public Law 104-191.
- (f) **Individual** means the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (g) **Individually Identifiable Health Information (IIHA):** IIHA shall mean information that is a subset of health information, which can include demographic information collected from an individual; and
 - ☐ is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
 - ☐ relates to the past, present, or future physical or mental health care to an individual; or the past, present, or future payment for the provision of healthcare to an individual; and
 - identifies the individual, or
 - with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- (h) **Interpretation:** Any ambiguity in this Contract shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.
- (i) **Memorandum of Understanding (MOU)** means an arrangement between a covered entity and its Business Associate that can be used in lieu of a BAC if it contains provisions that are sufficient to accomplish the same objectives as a BAC for safeguarding the use and disclosure of PHI. A MOU is typically used by two government agencies with a working relationship that is required by law, when it is not feasible for such agencies to carry out all of the contractual requirements of a BAC.
- (j) **Protected Health Information (PHI)** means individually identifiable health information:
 - ☐ transmitted by electronic media;
 - ☐ maintained in any medium described in the definition of electronic media at 45 CFR 162.103;
 - ☐ transmitted or maintained in any other form or medium.

PHI excludes individually identifiable health information in:

 - ☐ education records covered by the Family Educational Right and Privacy Act, as amended, 20 U.S.C. 1232g; and
 - ☐ records described at 20 U.S.C. 132g(a)(4)(B)(iv). **Psychotherapy notes** means notes recorded (in any medium) by a health care provider who is a mental health professional documenting or analyzing the contents of conversation during a private counseling session or a group joint, or family counseling session and that are separated from the rest of the individuals medical record.
- (k) **Privacy Officer** means the covered entity's designated official who is responsible for the development and implementation of its HIPAA privacy policies and procedures.
- (l) **Psychotherapy notes** excludes medication prescription and monitoring, counseling session start and stop times, the modalities and frequencies of treatment furnished, results of clinical tests, and any summary of the following items: diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date.
- (m) **Regulatory References:** A reference in this Contract to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

- (n) **Required by law** means a mandate contained in law that compels a covered entity to make a use or disclosure of protected health information and that is enforceable in a court of law.
- (o) **Required by law** includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- (p) **Secretary** shall mean the Secretary of the Department of Health and Human Services or his designee.
- (q) **Survival:** The respective rights and obligations of Business Associate under Section 8, "Effect of Termination" of this Contract shall survive the termination of the Contract.
- (r) **Treatment** means the provision, coordination, or management of health care and related services by one or more health care providers, including the coordination or management of health care by a health care provider with a third party; consultation between health care providers relating to a patient; or the referral of a patient for health care from one health care provider to another.
- (s) **Use** means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.
- (t) **Catch-all definition:** Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in 45 CFR 160.103 and 164.501.

II. GENERAL CONDITIONS:

1. PROVISIONS FOR BUSINESS ASSOCIATE CONTRACTS:

- 1.1 HIPAA privacy regulations allow Catawba Hospital to share PHI with Business Associates who are engaged to assist in carrying out various health care activities when Catawba Hospital has entered into a Business Associate contract with the individual Business Associate. Such contracts assure that the Business Associate will (i) use the PHI only for the purpose for which it was engaged; (ii) safeguard the information from misuse; and (iii) help Catawba Hospital to comply with its duty to provide patients or residents with access to health information about them and a history of certain disclosures.

2. THE PARTIES:

- 2.1 Hereby agree that Business Associate shall be permitted to use and/or disclose information provided or made available from the covered entity while protecting the confidentiality and integrity of PHI required law, professional ethics, and accreditation requirements, for the following stated purposes:
 - (a) Business Associate is permitted to use information if necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate.
 - (b) Business Associate is permitted to disclose information received from Covered Entity for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, provided the disclosure is required by law; or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached.
 - (c) Business Associate is also permitted to use or disclose information to provide data aggregation services, as that term is defined by 45 C.F.R 164.501, relating to the healthcare operations of the covered entity.

- (d) Business Associate will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by the contract.

3. *USE AND DISCLOSURE OF PHI:*

- 3.1 Business Associate shall not use PHI otherwise than as expressly permitted by this Contract, or as required by law. However, Business Associate may use PHI for purposes of managing its internal business processes relating to its functions under this Contract.
- 3.2 Business Associate shall implement and maintain appropriate safeguards to prevent the use and disclosure of PHI, other than as provided in this Contract. Upon reasonable request, Business Associate shall give Covered Entity access for inspection and copying to Business Associate's facilities used for the maintenance and processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining Business Associate's compliance with this Contract.
- 3.3 Business Associate shall maintain an ongoing log of the details relating to any disclosures of PHI it makes (including, but not limited to, the date made, the name of the person or organization receiving the PHI, the recipient's address, if known, a description of the PHI disclosed, and the reason for the disclosure). Business Associate shall, within thirty- (30) days of Covered Entity's request, make such log available to Covered Entity, as needed for Covered Entity to provide a proper accounting of disclosures to its patients.
- 3.4 Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI received from Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity agree in writing to the same restrictions, terms, and conditions relating to PHI that apply to the Business Associate in this Contract. Covered Entity shall have the option to review and approve all such written agreements between Business Associate and its agents and subcontractors prior to their effectiveness.
- 3.5 Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity available to the Secretary of DHHS or its designee, in a time and manner designated by the Covered Entity or the Secretary, for purposes of determining Covered Entity's compliance with HIPAA and with the Privacy Regulations issued pursuant thereto. Business Associate shall provide Covered Entity with copies of any information it has made available to DHHS under this section of this Contract.
- 3.6 Business Associate shall provide to Covered Entity or an Individual within thirty- (30) days of request by Covered Entity, information collected in accordance with Section 3.3 of this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
- 3.7 Business Associate shall report to Covered Entity within thirty- (30) days of discovery, any use or disclosure of PHI made in violation of this Contract or any law. Business Associate shall implement and maintain sanctions for any employee, subcontractor, or agent who violates the requirements in this Contract or the HIPAA privacy regulations. Business Associate shall, as requested by Covered Entity, take steps to mitigate any harmful effect of any such violation of this Contract.
- 3.8 Business Associate shall make PHI available for amendment and correction and shall incorporate any amendments or corrections to PHI within thirty- (30) days of notification by Covered Entity.

4. *DISCLOSURE OF PHI REQUIRED IN CONTRACTS FOR GOODS & SERVICES:*

- 4.1 When Covered Entity contract for goods or services, and disclosure of PHI is a result but not the primary function of such contractual *relationship*, the individual or Entity contracting with the Covered Entity must comply with requirements for Business Associates consistent with HIPAA regulations.
- 4.2 Each Covered Entity contract office shall ensure that all contracts executed by the Covered Entity for goods and services, which also require the Covered Entity to disclose PHI, include provisions to safeguard PHI consistent with HIPAA requirements for Business Associates.

- Covered Entity contract offices shall administer such contracts in accordance with its standard office procedures.
- Each Covered Entity contract officer shall consult with the Covered Entity's privacy official to resolve any issues regarding the compliance of such contracts with HIPAA provisions.

4.3 *Obligations of Covered Entity:*

- (a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- (b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522.
- (d) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

5. *EXCEPTIONS TO BAC REQUIREMENT:*

5.1 BACs are not required when:

- The Covered Entity discloses PHI to a health care provider for treatment purposes.
- The financial institution acting on behalf of the Covered Entity receives, uses or discloses PHI to process financial transactions by debit, credit or other payment card; clears checks; initiates or processes electronic fund transfers; or conducts any other activity that directly facilitates or effects the transfer of funds for compensation of health care, when such transaction is conducted by patients or residents of Covered Entities facilities.
- Other laws or regulations govern a Business Associate, and contain requirements sufficient to accomplish the purpose of the BAC.

5.2 When a Business Associate is required by law to perform certain functions or activities included in the definition of "Business Associate" on behalf of the Covered Entity, PHI may be disclosed to that entity to the extent necessary to comply with such legal mandate without entering into a BAC. In such instances:

- A MOU should be obtained; or
- The responsible staff should document the inability and reasons that a MOU has not been obtained.

5.3 When it is not possible to terminate the MOU, or impractical to include a termination clause within an MOU, the Covered Entity or a facility shall report known violations to the chief privacy officer for reporting to the Secretary of Health and Human Services.

6. *BUSINESS ASSOCIATE CONTRACT BREACH:* A BAC breach occurs whenever a Business Associate violates a material term or condition of the BAC.

6.1 When the Covered Entity becomes aware of a breach, it shall:

- Take reasonable steps to cure the breach, or
- Terminate the contract, or
- Report the breach to the chief privacy officer for reporting to the Secretary of Health and Human Services, if termination would be unreasonably burdensome (i.e. no viable alternatives are available).

"Reasonable steps" will vary with the circumstances and the nature of the business relationship and shall be taken in consultation with the chief privacy officer in the Covered Entity.

"Unreasonably burdensome" does not mean it is merely more convenient or less costly to do business with the Business Associate in breach of the contract than with other potential Business Associates.

Any whistle blowing disclosure by the Business Associate does not impose a duty on the Covered Entity to correct, cure, or terminate the relationship.

III. TERMINATION FOR CAUSE:

- (a) Covered Entity may immediately terminate this Contract if Covered Entity determines that Business Associate has violated a material term of this Contract. This Contract shall remain in effect unless terminated for cause by Covered Entity with immediate effect, or until terminated by either party with not less than thirty- (30) days prior written notice to the other party, which notice shall specify the effective date of the termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Contract before the effective date of termination. Within thirty- (30) days of expiration or earlier termination of this Contract, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form and retain no copies of such PHI. Business Associate shall provide a written certification that all such PHI has been returned or destroyed, whichever is deemed appropriate. If such return or destruction is infeasible, Business Associate shall use such PHI only for purposes that make such return or destruction infeasible and the provisions of this Contract shall survive with respect to such PHI.
- (b) Covered Entity may choose to provide an opportunity for Business Associate to cure the violation with written notice of the existence of the violation and provide Business Associate with thirty- (30) days to cure said violation upon mutually agreeable terms. Failure by Business Associate to cure said violation within the terms as mutually agreed shall be grounds for immediate termination and the provisions provided in paragraph (a) of this section shall apply.

IV. AMENDMENT:

Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Covered Entity may, by written notice to the Business Associate, amend this Contract in such manner as Covered Entity determines necessary to comply with such law or regulation. If Business Associate disagrees with any such amendment, it shall so notify Covered Entity in writing within thirty- (30) days thereafter, either of them may terminate this Contract by written notice to the other.

V. NOTICES:

Whenever under the Contract one party is required to give notice to the other, such notice shall be deemed given if mailed by first class United States mail, postage prepaid, to the following:

Business Associate:	
Covered Entity:	Catawba Hospital
	Attn: Robyn J. Wright, CPPB, VCO
	Director of Purchasing & Contracting
	P. O Box 200
	Catawba, Virginia 24070

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above.

VI. DISPUTES:

If any controversy, dispute or claim arises between the Parties with respect to this Contract, the Parties shall make good faith efforts to resolve such matters informally.

VII. FEES:

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this Contract, each party shall bear their own legal expenses and the other cost incurred in that action or proceeding.

VIII. ENTIRE AGREEMENT:

The Contract consists of this document, and constitutes the entire agreement between the Parties. There are no understandings or agreements relating to this Contract which are not fully expressed in this Contract and no change, waiver or discharge of obligations arising under this Contract shall be valid unless in writing and executed by the Party against whom such change, waiver, or discharge is sought to be enforced.

IN WITNESS WHEREOF:

BUSINESS ASSOCIATE and COVERED ENTITY have caused this Contract to be signed and delivered by their duly authorized representatives, as of the date set forth above.

BUSINESS ASSOCIATE

COVERED ENTITY

Signature

Signature

Don Obenshain

Printed Name

Printed Name

Compliance Officer

Title

Title

Date

Date

COMMONWEALTH OF VIRGINIA

**CATAWBA HOSPITAL
CATAWBA, VIRGINIA**

BUSINESS ASSOCIATE CONTRACT ADDENDUM #1

Privacy Rule and the Security Rule

THIS ADDENDUM governs the provision of Protected Health Information (PHI) (as defined in 45 C.F.R. § 164.501 by Catawba Hospital, an Agency of the Commonwealth of Virginia (Covered Entity) and _____ (Business Associate) for the purposes set forth and pursuant to which the Business Associate is performing functions or tasks on behalf of the Covered Entity.

WHEREAS, the Covered Entity is bound by the regulations implementing the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 (HIPAA), 45 C.F.R. Part 160 and Part 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"); and 45 C.F.R. Part 164, Subpart C, the Security Standards for the Protection of Electronic Protected Health Information ("Security Rule");

WHEREAS, Near Southwest Preparedness Alliance (NSPA), as a recipient of PHI from the Covered Entity, is a "Business Associate" as that term is defined in the Privacy Rule;

WHEREAS, pursuant to the Privacy Rule and the Security Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

WHEREAS, the purpose of this Addendum is to comply with the requirements of the Privacy Rule and the Security Rule, including, but not limited to, the Business Associate contract requirements at 45 C.F.R. §§164.314(a), 164.502(e), §164.504(e), and as may be amended.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. Definitions: Unless otherwise provided in this Addendum, capitalized terms have the same meaning as set forth in the Privacy Rule or the Security Rule.

II. Scope of Use and Disclosure by Business Associate of Protected Health Information

- (a) Business Associate shall be permitted to Use and Disclose PHI that is disclosed to it by the Covered Entity as necessary to perform its obligations under the Business Associate Contract.
- (b) Unless otherwise limited herein, in addition to any other Uses and/or Disclosures permitted or authorized by this Addendum or Required by Law, the Business Associate may:
 - Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of the Business Associate;
 - Disclose the PHI in its possession to a third party for the purpose of the Business Associate's proper management and administration or to fulfill any legal responsibilities of the Business Associate; provided, however, that the Disclosures are Required by Law or the Business Associate has received from the third party written assurances that (a) the information will be held confidentially and used or further Disclosed only as Required by Law or for the purposes for which it was Disclosed to the third party; and (b) the third party will notify the Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached;
 - Aggregate the PHI with that of other Covered Entities for the purpose of providing the Covered Entity with data analyses relating to the Health Care Operations of the Covered Entity, the Business Associate may not Disclose the PHI of one Covered Entity to another Covered Entity without the written authorization of the Covered Entity involved; and
 - De-identify any and all PHI created or received by the Business Associate under this Addendum; provided that the de-identification conforms to the requirements of the Privacy Rule.

III. Obligations of the Business Associate. In connection with its Use and Disclosure of PHI, the Business Associate agrees that it will:

- (a) Use or further Disclose PHI only as permitted or required by this Addendum or as Required by Law.
- (b) Use reasonable and appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this Addendum.
- (c) To the extent practicable, mitigate any harmful effect that is known to the Business Associate of a Use or Disclosure of PHI by the Business Associate in violation of this Addendum.
- (d) Report to the Covered Entity any Use or Disclosure of PHI not provided for by this Addendum of which the Business Associate becomes aware.
- (e) Require contractors or agents to whom the Business Associate provides PHI to agree to the same restrictions and conditions that apply to the Business Associate pursuant to this Addendum.
- (f) Make available to the Secretary of Health and Human Services the Business Associate's internal practices, books and records relating to the Use and Disclosure of PHI for purposes of determining the Covered Entity's compliance with the Privacy Rule, subject to any applicable legal privileges.
- (g) Within (15) days of receiving a request from the Covered Entity, make available the information necessary for the Covered Entity to make an accounting of Disclosures of PHI about an individual.
- (h) Within ten (10) days of receiving a written request from the Covered Entity, make available PHI necessary for the Covered Entity to respond to Individuals' requests for access to PHI about them in the event that the PHI is the Business Associate's possession constitutes a Designated Record Set.
- (i) Within fifteen (15) days of receiving a written request from the Covered Entity incorporated any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in the Business Associate's possession constitutes a Designated Record Set.
- (j) Implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity, and make its policies and procedures, and documentation required by the Security Rule relating to such safeguards, available to the Secretary of HHS for purposes of determining the Covered Entity's compliance with the Security Rule.
- (k) Ensure that any agent, including a subcontractor, to whom it provides Electronic PHI agrees to implement reasonable and appropriate safeguards to protect the Electronic PHI; and
- (l) Promptly report to the Covered Entity any security incident with respect to Electronic PHI of which it becomes aware.

IV. Obligations of the Covered Entity. The Covered Entity agrees that it:

- (a) Has included, and will include, in the Covered Entity's Notice of Privacy Practices required by the Privacy Rule that the Covered Entity may Disclose PHI for Health Care Operations purposes.
- (b) Has obtained, and will obtain, from Individuals' consents, authorizations and other permissions necessary or Required by Laws applicable to the Covered Entity for the Business Associate and the Covered Entity to fulfill their obligations under the Business Associate Contract and this Addendum.
- (c) Will promptly notify the Business Associate in writing of any restrictions on the Use and Disclosure of PHI about the Individuals that the Covered Entity has agreed to that may affect the Business Associate's ability to perform its obligations under the Business Associate Contract and this Addendum.
- (d) Will promptly notify the Business Associate in writing of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, if such changes or revocation may affect the Business Associate's ability to perform its obligations under the Business Associate Contract or this Addendum.

V. Termination.

- (a) Termination for Breach. The Covered Entity may terminate this Addendum if the Covered Entity determines that the Business Associate has breached a material term of this Addendum. Alternatively, the Covered Entity may choose to provide the Business Associate with notice of the existence of an alleged material breach and afford the Business Associate an opportunity to cure the alleged material breach. In the event the Business Associate fails to cure the breach to the satisfaction of the Covered Entity, the Covered Entity may immediately thereafter terminate this Addendum.
- (b) Automatic Termination. This Addendum will automatically terminate upon the termination of the Business Associate Contract.
- (c) Effect of Termination.

- i. Termination of this Addendum will result in termination of the Business Associate Contract;
- ii. Upon termination of this Addendum or the Business Associate Contract, the Business Associate will return or destroy all PHI received from the Covered Entity or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains and retains no copies of such PHI; provided that if such return or destruction is not feasible; the Business Associate will extend the protections of this Addendum to the PHI and limit further Uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VI. Amendment. The Business Associate and the Covered Entity agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Security Rule.

VII. Survival. The obligations of the Business Associate under section V.c (ii) of this Addendum shall survive any termination of this Addendum.

VIII. No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

IX. Effective Date. This Addendum shall be effect on _____.

BUSINESS ASSOCIATE

COVERED ENTITY

Signature

Signature

Don Obenshain

Printed Name

Printed Name

Compliance Officer

Title

Title

Date

Date

COMMONWEALTH OF VIRGINIA

CATAWBA HOSPITAL
CATAWBA, VIRGINIA

BUSINESS ASSOCIATE CONTRACT ADDENDUM #2

Breach Notification Amendment

This Amendment to Business Associate Contract (the Amendment), is entered into as of the _____ day of _____ by and between _____ (Business Associate) and Catawba Hospital (Covered Entity), an agency of the Commonwealth of Virginia, Department of Behavioral Health and Development Services. Covered Entity and Business Associate shall collectively be known herein as the "Parties".

WHEREAS, the U.S. Department of Health and Human Services (HHS) has issued regulations, pursuant to the Health Information Technology for Economic and Clinical Health (HITECH) Act, passed as part of the American Recovery and Reinvestment Act of 2009 (ARRA) requiring health care providers, health plans, and other entities covered by the Health Insurance Portability and Accountability Act (HIPAA), notify individuals when their health information is breached and also requires notification to the HHS Secretary and to the media in specified circumstances; and

WHEREAS, Covered Entity and Business Associate are parties to a Business Associate Contract and the HIPAA Security Rule (45.C.F.R., Parts 160, 162, & 164) and ARRA (P.L. 111-5) requiring that Covered Entity enter into this Amendment with Business Associate in order to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information (EPHI) and establishes the procedures for notifying individuals, the media and the U.S. Secretary of HHS when a breach of protected health information occurs; and

WHEREAS, Business Associate and its employees, affiliates, agents or representatives access, create, obtain or maintain EPHI in carrying out their obligations to Covered Entity; and

WHEREAS, the Parties desire to enter into this Amendment to obligate covered entities to notify affected individuals in writing of security breaches involving their protected health information and to amend any agreements between the Business Associate and Covered Entity with the execution of this Amendment;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants hereinafter set forth, and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Definitions

The following definitions shall apply to this Amendment.

Breach	The acquisition, access, use, or disclosure of protected health information in a manner not permitted by the Privacy Rule, and which compromises the security or privacy of the protected health information. <ul style="list-style-type: none">▪ For purposes of this definition, "<i>compromises the security or privacy of the protected health information</i>" means poses a significant risk of financial, reputational, or other harm to the individual (§13400 HITECH).
Individual	Shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502 (g).
Designated Record Set	1) A group of records maintained by or for a covered entity that is: (i) The medical records and billing records about individuals maintained by or for a covered health care provider; (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) Used, in whole or in part, by or for the covered entity to make decisions about individuals (45 CFR § 164.501).
Unsecured Protected	Protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals though the use of a technology or methodology specified in guidance issued by the HHS Secretary.

**Health
Information**

The HHS Secretary has specified encryption and destruction as the only two (2) methodologies which render PHI unusable, unreadable, or indecipherable.

Obligations of Business Associate

1. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains or transmits on behalf of Covered Entity as required by the HIPAA Security Rule, 45 C.F.R.; and
2. Business Associate shall promptly report to Covered Entity any “breach incident” of which it become aware, as such term is defined in the HIPAA Security Rule. At the request of Covered Entity, Business Associate shall identify:
 - i. The identity of each individual whose unsecured protected health information have been, or is reasonably believed to be breached;
 - ii. All other information available that Covered Entity is required to include in its notification to the individual at the time of notification or promptly thereafter as information becomes available; and
 - iii. Depending on the circumstances – immediate notification of the breach, and follow-up when required information is available and without unreasonable delay, but not later than 60 calendar days.
 - Notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the business associate to have been, accessed, acquired, used or disclosed during the breach.
 - Business associate shall also provide Covered Entity with any other available information at the time the business associate makes notification to Covered Entity or promptly thereafter as information becomes available:
 - a) A brief description of what happened, including the date of the breach;
 - b) A description of the types of unsecured PHI that were involved in the breach;
 - c) Any steps the business associate believes individuals should take to protect themselves from potential harm resulting from the breach; and
 - d) A brief description of what business associate is doing to investigate the breach, mitigate harm to individuals, and protect against any future breaches.
3. Impose the same requirements and restrictions contained in this Amendment on its subcontractors and agents to whom Business Associate provides unsecured PHI received from, or created or received by a Business Associate on behalf of Covered Entity.
4. Make its internal practices, books, and records relating to use and disclosure of unsecured PHI received from, or created or received by a Business Associate on behalf of Covered Entity, available to the Secretary of the U.S. Department of Health and Human Services Secretary for the purposes of determining compliance with 45 CFR Parts 160 and 164, subparts A and E.

Obligations of Covered Entity

1. Covered Entity shall conduct a risk analysis and assessment on each incident of an impermissible use or disclosure to determine whether a breach as occurred. This process must examine:
 - i. whether there was a *compromise* to the security or privacy of the protected health information;
 - ii. whether a significant risk of harm to the individual resulted;
 - iii. whether immediate steps were taken to mitigate the impermissible use or disclosure; and
 - iv. the type and amount of protected health information involved.
2. Once Covered Entity determines a breach has occurred, notification shall be made without any unreasonable delay, and shall never be made more than 60 calendar days after the breach has been discovered, except in circumstances where law enforcement requests a delay as outlined below. The clock begins when the incident

occurs, not when an investigation of the event is completed even if there are questions regarding whether the incident actually meets the definition of a breach. Notification shall be made:

- i. to the Secretary of Health and Human Services; and
- ii. to the media in certain circumstances.

Delayed notification exception:

If a law enforcement official states that the required notification, notice, or posting of the breach would impede a criminal investigation or cause damage to national security, Covered Entity shall:

- i. if the statement is in writing and specifies the time frame for which a delay is required, delay such notification, notice, or posting for the time period specified by the law enforcement official; or
 - ii. if the statement is made orally, temporarily delay any notification, notice, or posting no longer than 30 days from the date of the oral statement, unless a written statement is received from a law enforcement official within the 30 day time frame that specifies the time for which a delay is required. Covered Entity shall document the statement, as well as the identity of the official making the statement.
3. In instances where a breach of the security of Covered Entity information system containing unencrypted or unprotected personal information has caused or is reasonably believed to have caused or will cause identity theft or another fraud to any resident of the Commonwealth, the Privacy Officer shall notify the Office of the Attorney General and any affected residents pursuant to §18.2-186-6(B) of the *Code of Virginia*.
 - In the event that Covered Entity provide notice to more than 1,000 residents of the Commonwealth at one time pursuant to §18.2-186-6(E) of the *Code of Virginia*, the Privacy Officer shall notify, without unreasonable delay the Office of the Attorney General and all consumer reporting agencies that compile and maintain files on consumers on a nationwide basis.
 4. Individual notification shall be provided in the following formats as the situation dictates: (i) written notice and/or (ii) substitute notice. In cases requiring urgency because of possible imminent misuse of the unsecured PHI, notification may be provided to individuals by telephone or other means, as appropriate, in addition to the written notice and/or substitute notice.
 5. A notification of breach shall be written in plain language and include the following five elements:
 - i. a brief description of what happened, the date of the breach, and date of discovery, if known;
 - ii. a description of the types of unsecured PHI involved in the breach (i.e. full name, social security, date of birth, home address, account number, diagnosis, disability code, other types of information that may have been involved;
 - iii. any steps an individual should take to protect him from potential harm resulting from the breach;
 - iv. a brief description of what Covered Entity is doing to investigate the breach, to mitigate harm to individuals, and to protect against further breaches; and
 - v. contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an email address, Web-site, or postal address.

Written notification shall be made by first-class mail to individuals at their last-known address, or, if the individual agrees to the electronic notice and such agreement has not been withdrawn, by electronic mail. Multiple mailings may be made as information regarding the breach becomes available. If Covered Entity knows the individual is deceased and has the address of the next of kin or authorized representative, the notification shall be provided by first-class mail to the next of kin or authorized representative.

Substitute Notification:

If Covered Entity does not have sufficient contact information to provide written notification to an individual, it shall provide a substitute notice reasonably projected to reach the individual. Substitute notice does not need to be provided in cases where there is insufficient contact information that precludes notification to the next of kin or authorized representative of an individual.

Termination

1. **Termination for Breach.** Covered Entity may terminate this Addendum if Covered Entity determines that the Business Associate has breached a material term of this Addendum. Alternatively, Covered Entity may choose to provide the Business Associate with notice of the existence of an alleged material breach and afford the Business Associate an opportunity to cure the alleged material breach. In the event the Business Associate fails to cure the breach to the satisfaction of Covered Entity, the Covered Entity may immediately thereafter terminate this Addendum.
2. **Automatic Termination.** This Addendum will automatically terminate upon the termination of the Business Associate Contract.
3. **Effect of Termination.**
 - i. Termination of this Addendum will result in termination of the Business Associate Contract;
 - ii. Upon termination of this Addendum or the Business Associate Contract, the Business Associate will return or destroy all PHI received from Covered Entity or created or received by the Business Associate on behalf of Covered Entity that the Business Associate still maintains and retains no copies of such PHI; provided that if such return or destruction is not feasible; the Business Associate will extend the protections of this Addendum to the PHI and limit further Uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

Amendment

The Business Associate and Covered Entity agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Security Rule.

Survival

The obligations of the Business Associate under this Addendum shall survive any termination of this Addendum.

Ratification of Agreement: Except as expressly modified herein, all other items and conditions of the Business Associate Contract shall remain in full force and effect as written, and are hereby ratified and confirmed by Covered Entity and the Business Associate.

The Business Associate Contract and this Amendment, as well as previous Amendments, represent the entire agreement of the parties with respect to the subject matter thereof. The Amendment is binding on and shall insure to the benefit of Covered Entity and the Business Associate and their respective legal representatives, successors and permitted assigns. Neither this amendment nor the contract may be amended, except by a written agreement signed by both parties.

Intending to be legally bound, the Parties hereto have duly executed this Amendment as of the date first written above.

BUSINESS ASSOCIATE

COVERED ENTITY

Signature

Signature

Don Obenshain

Printed Name

Printed Name

Compliance Officer

Title

Title

Date

Date